

## RETAIL INSTALLMENT CONTRACT

CREDITOR-SELLER TRI COUNTY CARS INC. ACCOUNT NO. 3279702  
 ADDRESS 39293 CENTER RIDGE RD. NORTH RIDGEVILLE OH 44038 BUYER DEBRA G DAVISSON  
 ADDRESS 105 WREN CIRCLE ELYRIA OH 44035  
 (Street) (City) (State) (Zip) (Street) (City) (State) (Zip)

"You" and "Your" mean each Buyer above, jointly and severally. "Us", and "We" mean Creditor-Seller and Creditor-Seller's assignee. You may buy the Vehicle described below for cash or credit. The cash price is shown below as the "Cash Price". The credit price is shown below as "Total Sale Price". You have agreed to buy the Vehicle from Us on credit for the Total Sale Price. You acknowledge delivery and acceptance of the Vehicle in good condition and repair. You promise to pay Us all amounts due under this Retail Installment Contract ("Contract"), including the Total Sale Price, in accordance with the payment schedule shown in the Truth in Lending Disclosures below. You also agree to the terms and conditions below (including the Truth in Lending Disclosures) and on the reverse side of this Contract. The Annual Percentage Rate may be negotiable with the Seller.

Primary Use for Which Purchased: ☒ personal ☐ business ☐ agricultural ☐

MOTOR VEHICLE DESCRIPTION	New or Used	Year	Class	Make and Model	Body Type	Vehicle Identification No.
	USED	2001	CAR	DODGE /STRATUS SE	4 DR	1B3EJ46XX1N589806
	<input type="checkbox"/> Air Conditioning	<input type="checkbox"/> AM-FM Radio	<input type="checkbox"/> 4-5 Speed Trans	<input type="checkbox"/> Power Steering		70990 Odometer Miles
	<input type="checkbox"/> Sun Roof	<input type="checkbox"/> Stereo	<input type="checkbox"/> Automatic Trans	<input type="checkbox"/> Custom Wheels		Mileage is accurate unless otherwise noted below.
	Other - Describe					

## TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of Buyers' credit as a yearly rate.	The dollar amount the credit will cost Buyers.	The amount of credit provided to Buyers or on Buyers' behalf.	The amount Buyers will have paid after Buyers have made all payments as scheduled.	The total cost of Buyers' purchase on credit, including Buyers' downpayment of
23.99 %	\$ 3845.81	\$ 9330.19	\$ 13176.00	\$ 800.00 is
				\$ 13976.00

Payment Schedule: Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
36	\$ 366.00	MONTHLY STARTING 10/17/2005
	\$ N/A	Monthly Starting

Security: You are giving a security interest in the Vehicle being purchased.

Late Charge: If a payment is more than 10 days late, You will be charged 5% of the payment.

Prepayment: If You pay off early, You may be entitled to a refund of part of the Finance Charge.

Additional Information: See below and the other side of this Contract for any additional information about nonpayment, default and any required repayment in full before the scheduled date, and prepayment refunds and penalties.

## ITEMIZATION OF AMOUNT FINANCED

Cash Price (including accessories and improvements to the Vehicle)	7525.00	
Sales Tax	594.69	(1)
Down Payment Calculation:	800.00	(2)
Trade-In Description:	N/A	(A)
Make:	N/A	(B)
Model:	N/A	(C)
Net Trade-in (If negative number, insert "0" in line 3(D) and itemize difference in 5(H) below)	0.00	(D)
Total Down Payment	800.00	(3)
Unpaid Balance of Cash Price (1 + 2 less 3)	7319.69	(4)

Other Charges Including Amounts Paid to Others on Your Behalf:

\*(NOTICE: A portion of these charges may be paid to or retained by Us.)

A. Cost of Required Physical Damage Insurance Paid to Insurance Company *	N/A	(A)
B. Cost of Optional Extended Warranty or Service Contract Paid to WYNN'S WARRANTY *	1470.00	(B)
C. Cost of Optional Credit Life Insurance Paid to Insurance Company *	N/A	(C)
D. Cost of Optional Credit Disability, Accident and Health Insurance Paid to Insurance Company *	N/A	(D)
E. Documentation Fee *	100.00	(E)
F. Cost of Fees Paid to Public Officials for Perfecting, Releasing or Satisfying a Security Interest	5.00	(F)
G. Cost of Fees Paid to Public Officials for Certificate of Title, License and Registration	15.50	(G)
Other Charges (Seller must identify who will receive payment and describe purpose) *		
H. to	N/A	(H)
I. to WESTERN DIVERSIFIED for lien or lease payoff	420.00	(I)
J. to for	420.00	(J)
Total of Other Charges and Amounts Paid to Others on Your Behalf	2010.50	(5)
Less Prepaid Finance Charge	N/A	(6)
Amount Financed - Unpaid Balance (4 + 5 less 6)	9330.19	(7)

**Insurance:** If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

**Require Physical Damage Insurance:** You must insure the Vehicle securing this Contract. You may purchase or provide the insurance through anyone You choose who is reasonably acceptable to Us. The collision coverage deductible may not exceed \$500. You have elected to buy the insurance checked below through Us and You agree to pay the additional cost which is shown in 5A of the Itemization above. This cost is included in the Amount Financed. You understand that You must read the insurance policy for exact coverages and exclusions.

Insurance Company: N/ATerm: N/A

Premium

☐ Physical Damage Insurance (☐ including personal effects coverage) \$ N/A
☐ \$ N/A Deductible Collision \$ N/A
☐ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage \$ N/A
**Total Required Physical Damage Insurance**Optional, if desired - ☐ Towing and Labor Costs ☐ Rental Reimbursement☐ CB Radio Equipment
☐ You have bought, or will buy, required coverages through:
Insurance Company or Agent: N/A

**Optional Extended Warranty or Service Contract.** This Extended Warranty or Service Contract is not required. If Buyers have chosen to buy it, the cost is shown in 5B of the Itemization above. Refer to the Extended Warranty or Service Contract for details about coverage.

Term: 36Company WYNN'S WARRANTYDeductible: \$ 100.00

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR BODILY INJURY LIABILITY, PUBLIC LIABILITY AND PROPERTY DAMAGE LIABILITY OR COMPLY WITH ANY MINIMUM STATE LIABILITY LAWS.**

**Optional Credit Insurance:** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless You sign and agree to pay the additional cost, which will be included in the Amount Financed.

Type	Premium	Term (months)	Signature
Credit Life	<input type="checkbox"/> Single Coverage \$ <u>N/A</u>	<u>N/A</u>	I want credit life insurance.
	<input type="checkbox"/> Joint Coverage \$ <u>N/A</u>		Signature _____
Credit Disability	\$ <u>N/A</u>	<u>N/A</u>	I want credit disability insurance.
			Signature _____

**CREDIT LIFE AND DISABILITY INSURANCE:** If You elect credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company.

**LIFE AND DISABILITY INSURANCE MAY NOT COVER THE ENTIRE AMOUNT DUE UNDER THIS CONTRACT. YOU MUST SEE YOUR POLICY OR CERTIFICATE FOR EXACT COVERAGE.**

**GAP PROTECTION: Optional Guaranteed Auto Protection (GAP) is not required to obtain credit.** GAP protection will not be provided under this Contract unless You sign for it below and agree to pay the additional cost shown below and on Line 5I of the ITEMIZATION OF AMOUNT FINANCED. You may obtain optional GAP protection from a person of Your choice that is authorized to sell such coverage and is acceptable to Us. The GAP contract issued by the provider of the protection will describe the terms and conditions of coverage in further detail. If You want GAP protection, sign below.

Cost: \$ 420.00 Term: 36 Provider: WESTERN DIVERSIFIED  
 Buyer's Signature [Signature] Date 09/17/05 Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**ARBITRATION NOTICE:** PLEASE SEE THE REVERSE SIDE OF THIS CONTRACT FOR INFORMATION REGARDING THE ARBITRATION CLAUSE CONTAINED IN THIS CONTRACT. **ADDITIONAL TERMS AND CONDITIONS:** THE ADDITIONAL TERMS AND CONDITIONS, INCLUDING THE ARBITRATION CLAUSE SET FORTH ON THE REVERSE SIDE HERE-OF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

**NOTICE TO THE BUYER: 1. Do not sign this Contract before You read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract You sign.**

**You agree to the terms of this Contract and acknowledge that You have received a copy of this Contract with all blanks filled in and that You have read it and understand it.**

Buyer's Signature [Signature] Buyer's Signature: x  
 Seller: TRI COUNTY CARS INC. By: [Signature] Title: FINANCE MGR

This Contract is signed by the Seller and Buyer(s) hereto this 17 day of 09, 05.

**NOTICE OF ASSIGNMENT:** The Seller has assigned this Contract to Credit Acceptance Corporation in accordance with the terms and conditions set forth on reverse side of this Contract. This assignment is without recourse. You must make all future payments to: CREDIT ACCEPTANCE CORPORATION, 25505 WEST TWELVE MILE ROAD - SUITE 3000, SOUTHFIELD, MICHIGAN 48034-8339, 1-(800)-634-1506.

Seller: TRI COUNTY CARS INC. By: [Signature] Title: FINANCE MGR

HIO CREDIT ACCEPTANCE CORPORATION (3-05)

ORIGINAL



## OTHER IMPORTANT AGREEMENTS

**Security Interest and Assignment of Proceeds.** You give Us a security interest in the Vehicle. This secures payment of all You owe on this Contract and in any transfer, renewal, extension or assignment of this Contract. It also secures Your other agreements in this Contract. You agree to have the certificate of title show our security interest (lien) in the Vehicle. Until Your obligations under this Contract are satisfied, You assign to Us all Your right, title and interest in and to: 1) all parts or goods put on the Vehicle; 2) all money or goods received (proceeds) for the Vehicle (including all parts or goods put on the Vehicle); 3) all insurance, service, or other contracts We finance for You; and 4) all proceeds from insurance, service, or other contracts We finance for You. This includes any refunds of premiums.

**Late Charge.** You promise to make all payments when due. If You fail to make a payment when it is due, You agree to pay Us a late charge as stated on the front of this Contract. You agree that We do not waive any of our rights by accepting one or more late payments from You.

**Ownership and Risk of Loss.** You promise to pay Us all You owe under this Contract even if the Vehicle is damaged, destroyed or missing.

**Bad Check Charge.** You agree to pay Us a bad check charge of \$20 (or such other amount permitted by applicable law) for any check or like instrument given by You to Us that is returned by Your bank because of insufficient funds or because Your bank account was closed.

**Your Other Promises to Us.** You promise that:

- You will not remove the Vehicle from the United States or Canada.
- You will not sell, rent, lease or otherwise transfer any interest in the Vehicle or this Contract without our written permission.
- You will not expose the Vehicle to misuse or confiscation.
- You will not permit any other lien or security interest to be placed on the Vehicle.
- You will preserve and protect the Vehicle and keep it in good condition and repair.
- You will not use the Vehicle in a trade or business without our written consent.
- You will not use the Vehicle unlawfully or abandon it. If a governmental agency impounds the Vehicle, You will notify Us immediately and regain possession of the Vehicle. We may regain possession of the Vehicle and treat it as a default.
- You will pay all taxes, assessments, rentals, charges, and other fees imposed on the Vehicle when they are due. If We pay any repair bills, storage bills, taxes, fines, fees, or other charges on the Vehicle, You agree to repay the amount to Us.
- You will permit Us to inspect the Vehicle at any reasonable time.
- You will promptly sign, or cause others to sign, and give Us any documents We reasonably request to perfect our security interest.
- You have not made and will not make an untrue, misleading or incomplete statement in a credit application, this Contract or any information provided in connection with this Contract.
- You will promptly provide Us with any additional personal or financial information concerning You or any information about the Vehicle that We may reasonably request from time to time.
- You will immediately notify Us if You change Your name or address.

**Prepayment.** You have the right to prepay Your account balance early without a penalty. If You prepay in full, You may be entitled to a refund credit of part of the pre-computed finance charge. This credit will be calculated in accordance with the actuarial method. We will apply the credit to the amount You owe Us or if You paid Us more than the amount owed to Us under this Contract, We will refund it to You. A minimum finance charge of \$15 may be charged. We will not credit or refund amounts less than \$1.00.

If You prepay only a portion of the balance remaining under this Contract, We will apply the prepayment to Your account balance, however a prepayment will not excuse any later scheduled payments. You must still make all scheduled payments on time until Your obligation under this Contract is paid in full. If You make a partial prepayment Your last payment or payments may be less than the scheduled amount due.

**Required Physical Damage.** You agree to have physical damage insurance covering loss or damage to the Vehicle for the term of this Contract. The insurance must cover our interest in the Vehicle. If the Vehicle is lost or damaged, You agree that We can use any insurance settlement either to repair the Vehicle or apply to Your account balance. If applied to Your account balance, the insurance settlement proceeds that do not pay Your obligation in full under this Contract will be applied as a partial payment.

**Optional Insurance, Maintenance or Service Contracts.** This Contract may contain charges for optional insurance, maintenance, service or warranty contracts. If the Vehicle is repossessed, You agree that We may claim benefits under these contracts and terminate them to obtain refunds of unearned charges.

**Insurance, Maintenance, Service or Other Contract Charges Returned to Us.** If any charge for insurance, maintenance, service, warranty or other contract is returned to Us, it will be credited to Your account in accordance with the Prepayment section of this Contract.

**Default and Acceleration of the Contract.** You will be in default if:

- You fail to pay any amount due under this Contract when it is due.
- If You break any of Your other promises You made in this Contract.
- A proceeding in bankruptcy, receivership or insolvency is started by You or against You or Your property.

If You are in default of this Contract, We may declare the entire unpaid balance of this Contract due and payable immediately at any time without notice to You, unless We are required by law to provide You with such notice, and subject to any right You may have to reinstate the Contract. If Your default consists solely of a failure to pay a payment when it is due, We may demand that You pay all that You owe on this Contract only if Your failure to pay has continued for at least thirty (30) days.

**Repossession of the Vehicle.** If You default, We may take (repossess) the Vehicle from You. To repossess the Vehicle, We can enter Your property, or the property where the Vehicle is stored, so long as it is done peacefully and the law allows it. Any accessories, equipment or replacements will remain with the Vehicle. You hereby acknowledge and agree that any personal property contained within the Vehicle may be removed and held without liability to Us or our agent. It is Your responsibility to promptly and immediately contact Us to make arrangements for the return of Your personal property. You are responsible for paying all reasonable charges associated with the repossession.

**Getting the Vehicle Back After Repossession.** If We repossess the Vehicle, You have the right to get it back (redeem). You may reinstate the Contract as permitted by applicable law. You may redeem the Vehicle at any time before We sell, lease, license or otherwise dispose of any or all of the Vehicle in its present condition or following any commercially reasonable preparation or processing.

**Sale of the Repossessed Vehicle.** Any notice that is required to be given to You of an intended sale or transfer of the Vehicle will be mailed to Your last known address, as reflected in our records, in a reasonable period before the date of the intended sale or transfer (or such other period of time as is required by law). If the Vehicle is sold, We will use the net proceeds of the sale to pay all or part of Your debt.

The net proceeds of sale will be figured this way: Any late charges and charges for taking, storing and selling the Vehicle, cleaning and advertising etc. will be subtracted from the selling price.

If You owe Us less than the net proceeds of sale, We will pay You the difference, unless We are required to pay it to someone else. For example, We may be required to pay a lender who has given You a loan and has also taken a security interest in the Vehicle.

If You owe more than the net proceeds of sale, You will pay Us the difference between the net proceeds of sale and what You owe when We ask for it. If You do not pay this amount when asked, You may also be charged interest at the highest lawful rate until You do pay all You owe to Us.

**Delay in Enforcing Rights and Changes of this Contract.** We can delay or refrain from enforcing any of our rights under this Contract without losing them. For example, We can extend the time for making some payments without extending others. Any change in the terms of this Contract must be in writing and signed by Us. No oral changes are binding. If any part of this Contract is not valid, all other parts will remain enforceable.

**WARRANTIES SELLER DISCLAIMS.** YOU UNDERSTAND THAT THE SELLER IS NOT OFFERING ANY WARRANTIES AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES, EXPRESS OR IMPLIED BY THE SELLER, COVERING THE VEHICLE UNLESS THE SELLER EXTENDS A WRITTEN WARRANTY OR SERVICE CONTRACT WITHIN 90 DAYS FROM THE DATE OF THIS CONTRACT.

**THIS PROVISION DOES NOT AFFECT ANY WARRANTIES COVERING THE VEHICLE THAT MAY BE PROVIDED BY THE VEHICLE MANUFACTURER.**

**USED CAR BUYERS GUIDE.** THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

**Guía para compradores de vehículos usados.** La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

**Interest After Maturity.** You further agree to pay interest at the Annual Percentage Rate stated on the front of this Contract or at the highest rate permitted by applicable law, on any amounts that remain unpaid after maturity of this Contract.

**Judgment Rate.** Interest on any judgment awarded on this Contract will be at the Annual Percentage Rate stated on the front of this Contract or at the highest rate permitted by applicable law.

**Governing Law.** The terms of this Contract are governed by law of the state of the Seller's address shown on the front of this Contract, except to the extent preempted by applicable federal law.

### NOTICE

**ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

### AGREEMENT TO ARBITRATE

This Arbitration Clause describes how a Dispute (as defined below) may be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. In this Arbitration Clause, "we" and "us" mean Seller and/or Seller's Assignee, Credit Acceptance Corporation, or their employees, agents or assignees or any third party providing any goods or services in connection with the origination, servicing and collection of amounts due under the Contract if such third party is named as a party between You and us. "You" means the Buyer(s). A "Dispute" is any dispute, controversy or claim between You or us arising out of or in any way related to this Contract, or any default under this Contract, or the collection of amounts due under this Contract, or the purchase, sale, delivery, set-up, quality of the Vehicle, or any product or service included in this Contract. "Dispute" includes contract claims, and claims based on tort or any other legal theories. Either You or we may require any Dispute to be arbitrated and may do so before or after a lawsuit has been started over the Dispute or with respect to other Disputes brought later in the lawsuit. A Dispute shall be fully resolved by binding arbitration. Judgment on the arbitration award may be entered in any court with jurisdiction. The arbitrator shall decide whether a particular Dispute is subject to arbitration and any question as to the enforceability of all or part of this Arbitration Clause. All statutes of limitation which otherwise would apply to an action brought in court will apply in arbitration. The Federal Arbitration Act governs this Arbitration Clause. You and we understand and agree that You and we choose arbitration instead of litigation to resolve Disputes. You and we voluntarily and knowingly waive any right to a jury trial. You and we agree that all Disputes must be resolved on an individual basis through arbitration and that representative actions, such as class actions, are prohibited and regardless of any statements in this Arbitration Clause that state otherwise, the validity and effect of the class action prohibition may only be determined by a court and not by an arbitrator.

Notwithstanding the foregoing, we retain the right to repossess the Vehicle upon your default and to exercise any power of sale under this Contract. The institution and maintenance of any action for judicial relief or exercise of self-help remedies shall not waive the right to submit any Dispute to arbitration, including any counterclaim asserted in any such action, and including those controversies or claims arising from the exercise of any such judicial relief or the exercise of self-help remedies. If a demand for arbitration of any counterclaim is made, the entire Dispute shall be submitted to binding arbitration pursuant to this Arbitration Clause. If a party requests arbitration under this Contract the other party shall submit to arbitration any claim or counterclaim which such party may have against the requesting party, whether deemed to be compulsory or permissive in law. The failure to bring such a claim or counterclaim is a waiver of, and bars, the bringing of such a claim or counterclaim in any subsequent arbitration or legal action. You and we agree that if any provision of this Arbitration Clause other than the prohibition against representative or class actions is invalid or unenforceable under the Federal Arbitration Act or any other applicable law, the provision found to be invalid or unenforceable shall be inapplicable and deemed omitted, but shall not invalidate the remaining provisions of this Arbitration Clause, and shall not diminish the parties' obligation to arbitrate Disputes subject to this Arbitration Clause.

You or we may elect to arbitrate under the rules and procedures of either the National Arbitration Forum or the American Arbitration Association; however in the event of a conflict between these rules and procedures and the provisions of this Arbitration Clause, You and we agree that this Arbitration Clause governs for that specific conflict. You may obtain the rules and procedures, information on fees and costs (including waiver of the fees), and other materials, and may file a claim by contacting the organization of your choice. The addresses and websites of the organizations are: National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota 55405, [www.arb-forum.com](http://www.arb-forum.com); and American Arbitration Association, 335 Madison Avenue, Floor 10, New York, New York 10017-4605, [www.adr.org](http://www.adr.org). We agree for only the first day of arbitration to pay the following fees: (1) the arbitrator's fee, plus (2) those reasonable arbitration expenses or costs (excluding attorney fees) assessed to You that You would not pay if You had brought a Dispute in court, plus (3) any other reasonable expense or cost unique to the arbitration process. We will also pay amounts that the arbitrator determines that we must pay in order to assure the enforceability of this Arbitration Clause. Arbitration will take place near where You signed this Contract. Notice of the time, date and location shall be provided to the parties under the rules and procedures of the arbitration organization You select.

**Your Right to Reject:** If You don't want this Arbitration Clause to apply, You may reject it by mailing us at P.O. Box 5070, Southfield, Michigan 48086-5070 a written rejection notice which describes the Contract and tells us that You are rejecting this Arbitration Clause. A rejection notice is only effective if it is signed by all buyers and cosigners and the envelope that the rejection is sent in has a post mark of 14 days or less after the date of this Contract. If You reject this Arbitration Clause, that will not affect any other provision of this Contract or the status of your Contract. If You don't reject this Arbitration Clause, it will be effective as of the date of this Contract.

The Arbitration Clause is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et. seq. ("FAA") and not by any state arbitration law.

### ASSIGNMENT

FOR VALUE RECEIVED, Seller hereby assigns and transfers all Seller's right, title and interest in and to this Contract, and in and to the Vehicle described herein, to CREDIT ACCEPTANCE CORPORATION ("Assignee"), its successors and assigns, pursuant to and in accordance with the terms and conditions set forth in the Dealer Servicing Agreement between Seller and Assignee in effect on the date hereof. Seller gives Assignee full power, either in Assignee's name or in Seller's name, to take all actions which Seller could have taken under this Contract. In order to induce Assignee to accept assignment of this Contract, Seller represents and warrants to Assignee as set forth in such Dealer Servicing Agreement.